

# AWARD/CONTRACT

THIS CONTRACT IS A RATED ORDER

RATING

PAGE OF PAGES

UNDER DPAS (15 CFR 350)

1 | 39

CONTRACT (Proc. Inst. Ident.) NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

E-AC03-98SF21671

See Blk. 20C

03-98SF21671.000

ISSUED BY

CODE

6. ADMINISTERED BY (If other than Item 5)

CODE

U. S. Department of Energy  
Oakland Operations Office  
1301 Clay Street, Room 700N  
Oakland, CA 94612-5208

EXECUTED

NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

Lionel Henderson & Co., Inc.  
4827 Laguna Park Drive, Suite #3  
Elk Grove, CA 95758-5159  
Attn: Lionel Henderson, President

8. DELIVERY

☐ FOB ORIGIN ☐ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES

(4 COPIES UNLESS OTHERWISE SPECIFIED) TO THE ADDRESS SHOWN IN:

ITEM

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

12. PAYMENT WILL BE MADE BY

CODE

U.S. Department of Energy  
Albuquerque Operations Office  
(See Clause G.03 - Billing Instructions)

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☒ 15 637(a) ( ) ☒ 41 U.S.C. 253(c)( 5 )

14. ACCOUNTING AND APPROPRIATION DATA

89X0240.91 DP0511070 \$80K SF8091; 8980224.91 FA1010208 \$372K  
SF8491; 89X0242.91 EW1001206 \$100K SF8291

15A. ITEM NO.

15B. SUPPLIES/SERVICES

15C. QUALITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

DOE/OAK Office Services Support

15G. TOTAL AMOUNT OF CONTRACT **\$588,811**

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract, which consists of the following documents: (a) the Government's solicitation and your offer, and (b) the award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

Lionel G. Henderson, President  
Lionel Henderson & Co., Inc.

20A. NAME OF CONTRACTING OFFICER

Sandra R. Silva  
Contracting Officer

EXECUTED

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

BY *Lionel Henderson*  
Signature of person authorized to sign

9/30/98

BY *Sandra R. Silva*  
(Signature of Contracting Officer)

9/30/98

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**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

deemed to include this option clause, and all other contractual terms and conditions shall apply during the option period. Further, the Contractor agrees that performance during any option period shall be accomplished within that option period's fixed price, exclusive of any incentive fee, as set forth below:

(1) First Option

Option Period: 12 months

Option Term: 12/01/99 - 11/30/2000

Fixed Price: \$482,583

Award Fee:

Contract Not to Exceed: \$

(2) Second Option

Option Period: 12 months

Option Term: 12/01/2000 - 11/30/2001

Fixed Price: \$498,927

Award Fee: \$

Contract Not to Exceed: \$

PERFORMANCE AWARD FEE PLAN

The Contractor's Performance Award Fee Plan is set forth in Section J, Attachment VI to this contract.

PAYMENT OF AWARD FEE

(a) Performance Award Fee

The Contractor and DOE hereby agree that the Award Fee to be determined in

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

SECTION D  
PACKAGING AND MARKING

SECTION E  
INSPECTION AND ACCEPTANCE

SECTION F  
DELIVERIES OR PERFORMANCE



SECTION G  
CONTRACT ADMINISTRATION DATA

- (b) DOE Contracting Officer's Name and Address: The DOE Contracting Officer's name and address is as follows:

U.S. Department of Energy  
DOE Oakland Operations Office  
Contracts, Acquisition and Property Division  
1301 Clay Street, Room 700N  
Oakland, CA 94612-5208

Name: Sandra R. Silva

Telephone No.: (510) 637-1878

Facsimile No.: (510) 637-2004

E-mail: sandie.silva@oak.doe.gov

### G.03 BILLING INSTRUCTIONS (SEP 1992)

- (a) The Contractor shall submit the original and three copies of invoices or vouchers in accordance with the Payments provisions of this contract as follows:

- (1) The Contractor shall submit an original invoice or voucher to:

U.S. Department of Energy  
Albuquerque Operations Office  
Attn: AFSC/VGST  
P.O. Box 5328  
Albuquerque, NM 87185-5328

*No time sheet*

*2/twice a month*

*With copy of time sheet*

- (2) The Contractor shall submit two (2) copies of the invoice or voucher for approval, each supported by a Statement of Cost, to the following address:

U.S. Department of Energy  
Oakland Operations Office  
Contracts, Acquisition and Property Division  
1301 Clay Street, Room 700N  
Oakland, CA 94612-5208  
Attn: CAPD/Invoice Control Desk

## DOE PATENT COUNSEL (MAY 1996)

- (a) To obtain information regarding inventions, patents, copyrights, proprietary legends, waivers of patent rights in identified inventions, administration of the patent and data duties and obligations of subcontractors, and other intellectual property issues (except those issues specified in paragraph (b) below) and to transmit copies of invention disclosure reports, manuscripts describing inventions for publication, patent applications, and other correspondence involving the above-described intellectual property issues, the DOE Patent Counsel's mailing address and telephone number are as follows:

ATTN: William Daubenspeck  
Patent Attorney, Prosecution Branch  
U. S. Department of Energy  
P. O. Box 808, L-376  
Livermore, CA 94550

Telephone No.: (925) 422-1426

To obtain information on issues involving advance patent waivers, software licenses and exceptions, deviations, or modifications to the standard terms and conditions in the patent rights and technical data rights clauses of this contract or of any subcontract, the DOE Patent Counsel's mailing address and telephone number are as follows:

U. S. Department of Energy  
DOE Oakland Operations Office  
Intellectual Property Law Division  
1301 Clay Street, Room 700N  
Oakland, CA 94612-5208  
ATTN: Thomas S. O'Dwyer

Telephone No.: (510) 637-1679

To transmit copies of reports indicated on the "Reporting Requirements Checklist", DOE Form 1332.1, as listed in Part III, Section J of this contract, the DOE Patent Counsel's mailing address shall be the address designated on the Reports Distribution List/Addressees attachment to the checklist.

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

or disclosed except to those persons within the Contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement, upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer.

This clause shall be included in any subcontract under which there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

#### H.03 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/OFFERORS (MAY 1996)

The Representations, Certifications, and Other Statements of Bidders/Offerors, dated September 8, 1998, for this contract are hereby incorporated by reference.

#### TECHNICAL DIRECTION (MAY 1996)

Performance of the work under this contract shall be subject to the technical direction of DOE Project Manager or Contracting Officer's Representative identified elsewhere in this contract. The term "technical direction" is defined to include, without limitation:

- (1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
  - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
  - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- (b) Technical direction must be within the scope of work stated in the contract. The Project Manager or Contracting Officer's Representative does not have the authority to, and may not, issue any technical direction which:

### MODIFICATION AUTHORITY (MAY 1996)

Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work;
- (b) waive any requirement of this contract; or
- (c) modify any term or condition of this contract.

### GOVERNMENT PROPERTY - CONTRACTOR-ACQUIRED AND GOVERNMENT-FURNISHED (MAY 1996)

#### (a) Acquisition Authorization Requirements.

- (1) In the course of performance of this contract, the Contractor may only acquire and direct charge to this contract such facilities, equipment (including office equipment), furniture, fixtures, or other real or personal property items as have been specifically authorized by the Contracting Officer by inclusion of such items on the LIST OF GOVERNMENT PROPERTY - CONTRACTOR-ACQUIRED attached to this contract (see Part III, Section J for the identification of the attachment).
- (2) The Contractor may request authorization for acquisition of additional items from the Contracting Officer. Any such request for authorization of additional items shall include an analysis of the most economical method of acquisition (e.g., lease versus purchase) and shall describe the material equity arising from any proposed lease arrangement, such as option credits.
- (3) Any changes in the acquisition authorization shall be reflected in a modification to this contract which modifies the LIST OF GOVERNMENT PROPERTY - CONTRACTOR-ACQUIRED.
- (4) Authorization to acquire does not constitute consent to the placement of a subcontract.

#### Government-Furnished Property

Only that property specifically included in the LIST OF GOVERNMENT PROPERTY -

inclusion in applicable subcontracts. Particular attention should be directed to the potential flowdown applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" (FAR 52.219-8) and "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-9) listed in Part II, Section I, Subsection I Contract Clauses (DOE List 301) of the contract;

- (b) any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.804-2) and subcontractor Representations and Certifications (see Part IV, Section K and the document referenced in clause H.03 hereof); and
- (c) any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder or creation of any subcontractor privity of contract with the Government.

#### H.10 MINIMUM WAGE DETERMINATION AND FRINGE BENEFITS (MAY 1996)

In the performance of this contract the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number 94-2051 (R.12) dated 06/05/98. A copy of this Wage Determination is attached to this contract (see Part III - Section J for the identification of the attachment). Furthermore, the clause entitled "Service Contract Act of 1965, As Amended" (FAR 52.222-41) is applicable to this contract.

#### H.13 AUTOMATIC DATA PROCESSING EQUIPMENT (ADPE) USAGE (MAY 1996)

Requirements for ADPE which were not included in the Contractor's original proposal may not be acquired (leased or purchased) without the prior written consent of the Contracting Officer. Whenever Contracting Officer written consent is required, the Contractor will furnish to the Contracting Officer information concerning the need for and selection of such ADPE, the specific make(s) and model(s), and the lease vs purchase determination.

#### H.25 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT, 1998) (DEC 1997)

The Contractor or Awardee agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

#### H.26 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS (DEC 1997)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

#### H.27 SAFETY PROGRAM

The Contractor shall comply with its Safety Program. The Contractor shall participate in all emergency response drills and exercises.

Upon request, the contractor shall provide a copy of Occupational Safety and Health self-assessments or inspections of worksites for job hazards for its DOE facilities to the COR named in clause G.003.

Contractors shall immediately report all job related injury and/or illness which occurs in any DOE facility to the COR named in clause G.003."

#### H.28 DOE VIOLENCE IN THE WORKPLACE POLICY (JUL 1998)

The Contractor shall comply with DOE's Violence in the Workplace Policy. Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at OAK. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with OAK employees, will be subject to removal from the premises.



SUBSECTION I

CONTRACT CLAUSES DOE LIST 301S

FIXED PRICE SERVICE CONTRACTS

FAR 52.208-8	Helium Requirement Forecast and Required Sources for Helium	Jun 1997
DEAR 952.208-70	Printing	Apr 1984
DEAR 952.208-70	Printing	Apr 1984
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jul 1985
FAR 52.211-11	Liquidate Damages - Supplies, Services, or Research and Development	Apr 1984
FAR 52.211-14	Notice of Priority Rating for National Defense Use	Sep 1990
FAR 52.211-15	Defense Priority and Allocation Requirements	Sep 1990
FAR 52.211-16	Variation in Quantity	Apr 1984
FAR 52.212-1	Instructions to Offerors - Commercial Items	Aug 1998
FAR 52.212-4	Contract Terms and Conditions - Commercial Items	Apr 1998
FAR 52.214-1	Solicitation Definitions - Sealed Bidding	Jul 1987
FAR 52.214-3	Amendments to Invitations for Bids	Dec 1989
FAR 52.214-4	False Statements in Bids	Apr 1984
FAR 52.214-5	Submission of Bids	Mar 1997
FAR 52.214-6	Explanation to Prospective Bidders	Apr 1984
FAR 52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	May 1997
FAR 52.214-9	Failure to Submit Bid	Jul 1995
FAR 52.214-10	Contract Award - Sealed Bidding	Jul 1990
FAR 52.214-12	Preparation of Bids	Apr 1984
FAR 52.214-13	Telegraphic Bids	Apr 1984
FAR 52.214-15	Period for Acceptance of Bids	Apr 1984
FAR 52.214-16	Minimum Bid Acceptance Period	Apr 1984
FAR 52.214-20	Bid Samples	Apr 1984
FAR 52.214-20	Bid Samples, Alternate I	Apr 1994
FAR 52.214-20	Bid Samples, Alternate II	Apr 1994

	FAR 52.215-9	Changes or Additions to Make-or-Buy Program, Alternate I	Oct 1997
	FAR 52.215-9	Changes or Additions to Make-or-Buy Program, Alternate II	Oct 1997
	FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct 1997
	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	Oct 1997
	FAR 52.215-12	Subcontractor Cost or Pricing Data	Oct 1997
	FAR 52.215-13	Subcontractor Cost or Pricing Data - Modifications	Oct 1997
	FAR 52.215-14	Integrity of Unit Prices	Oct 1997
	FAR 52.215-14	Integrity of Unit Prices and Alternate I (Apr 1991)	Oct 1997
	FAR 52.215-15	Termination of Defined Benefit Pension Plans	Oct 1997
	FAR 52.215-16	Facilities Capital Cost of Money	Oct 1997
	FAR 52.215-17	Waiver of Facilities Capital Cost of Money	Oct 1997
X	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Oct 1997
X	FAR 52.215-19	Notification of Ownership Changes	Oct 1997
	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications	Oct 1997
	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications, Alternate I	Oct 1997
	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications, Alternate II	Oct 1997
	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications, Alternate III	Oct 1997
	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications, Alternate IV	Oct 1997
	FAR 52.216-4	Economic Price Adjustment - Labor and Material	Jan 1997

	FAR 52.222-1	Notice to the Government of Labor Disputes	Feb 1997
	FAR 52.222-2	Payment for Overtime Premiums	Jul 1990
X	FAR 52.222-3	Convict Labor	Aug 1996
X	FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	Jul 1995
	FAR 52.222-20	Walsh-Healey Public Contracts Act	Dec 1996
	FAR 52.222-21	Certification of Nonsegregated Facilities	Apr 1984
	FAR 52.222-24	Preaward On-Site Equal Opportunity Compliance Review	Apr 1984
	FAR 52.222-26	Equal Opportunity	Apr 1984
	FAR 52.222-26	Equal Opportunity, Alternate I	Apr 1984
	FAR 52.222-28	Equal Opportunity Preaward Clearance of Subcontracts	Apr 1984
	FAR 52.222-29	Notification of Visa Denial	Apr 1984
X	FAR 52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	Apr 1998
	FAR 52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era, Alternate I	Apr 1998
X	FAR 52.222-36	Affirmative Action for Handicapped Workers	Apr 1984
	FAR 52.222-36	Affirmative Action for Handicapped Workers, Alternate I	Jun 1998
	FAR 52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	Apr 1998
X	FAR 52.222-41	Service Contract Act of 1965, as Amended	May 1989
	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires	May 1989
	FAR 52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	May 1989
X	FAR 52.222-44	Fair Labor Standards Act and Service Contract Act - Price Adjustment	May 1989
	FAR 52.222-46	Evaluation of Compensation for Professional Employees	Feb 1993

	FAR 52.225-14	Inconsistency Between English Version and Translation of Contract	Aug 1989
	FAR 52.225-19	European Union Sanction for Services	Jan 1996
	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Jan 1996
	FAR 52.227-3	Patent Indemnity	Apr 1984
	FAR 52.227-3	Patent Indemnity, Alternate I	Apr 1984
	FAR 52.227-3	Patent Indemnity, Alternate II	Apr 1984
	FAR 52.227-5	Waiver of Indemnity	Apr 1984
	FAR 52.227-10	Filing of Patent Applications - Classified Subject Matter	Apr 1984
	FAR 52.227-18	Rights in Data - Existing Works	Jun 1997
	FAR 52.227-19	Commercial Computer Software - Restricted Rights	Jun 1997
	FAR 52.227-21	Technical Data Declaration, Revision, and Withholding of Payment - Major Systems	Jan 1997
	FAR 52.227-22	Major System - Minimum Rights	Jun 1987
	FAR 52.228-1	Bid Guarantee	Sep 1996
	FAR 52.228-2	Additional Bond Security	Oct 1997
	FAR 52.228-3	Workers' Compensation Insurance (Defense Base Act)	Apr 1984
	FAR 52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	Apr 1984
X	FAR 52.228-5	Insurance - Work on a Government Installation	Jan 1997
	FAR 52.228-11	Pledges of Assets	Feb 1992
	FAR 52.228-14	Irrevocable Letter of Credit	Oct 1997
	FAR 52.229-2	North Carolina State and Local Sales and Use Tax	Apr 1984
	FAR 52.229-2	North Carolina State and Local Sales and Use Tax, Alternate I	Apr 1984
	FAR 52.229-3	Federal, State, and Local Taxes	Jan 1991
	FAR 52.229-4	Federal, State, and Local Taxes (Noncompetitive Contract)	Jan 1991

X	FAR 52.232-33	Mandatory Information for Electronic Funds Transfer Payments	Aug 1986
	FAR 52.232-34	Optional Information for Electronic Funds Transfer Payment	Aug 1996
X	FAR 52.233-1	Disputes	Oct 1995
	FAR 52.233-1	Disputes, Alternate I (Dec 1991)	Oct 1995
	FAR 52.233-3	Protest After Award	Aug 1996
X	DEAR 952.235-70	Key Personnel	Apr 1994
	FAR 52.237-1	Site Visit	Apr 1984
X	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
X	FAR 52.237-3	Continuity of Services	Jan 1991
	FAR 52.237-7	Indemnification and Medical Liability Insurance	Jan 1997
	FAR 52.237-10	Identification of Uncompensated Overtime	Oct 1997
	FAR 52.239-1	Privacy or Security Safeguards	Aug 1996
	FAR 52.242-1	Notice of Intent to Disallow Costs	Apr 1984
	FAR 52.242-2	Production Progress Reports	Apr 1991
	FAR 52.242-10	F.O.B. Origin - Government Bills of Lading or Prepaid postage	Apr 1984
	FAR 52.242-11	F.O.B. Origin - Government Bills of Lading or Indicia Mail	Feb 1993
	FAR 52.242-12	Report of Shipment (REPSHIP)	Jul 1995
X	FAR 52.242-13	Bankruptcy	Jul 1995
X	FAR 52.242-15	Stop Work Order	Aug 1989
X	FAR 52.242-17	Government Delay of Work	Apr 1984
X	FAR 52.243-1	Changes - Fixed Price	Aug 1987
X	FAR 52.243-1	Changes - Fixed Price, Alternate I	Apr 1984
	FAR 52.243-1	Changes - Fixed Price, Alternate II	Apr 1984
	FAR 52.243-1	Changes - Fixed Price, Alternate III	Apr 1984
	FAR 52.243-7	Notification of Changes	Apr 1984



	FAR 52.246-20	Warranty of Services	Apr 1984
X	FAR 52.246-25	Limitation of Liability - Services	Feb 1997
	FAR 52.247-1	Commercial Bill of Lading Notations	Apr 1984
	FAR 52.247-63	Preference for U.S. Flag Air Carriers	Jan 1997
	FAR 52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels	Aug 1996
	FAR 52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels, Alternate I	Jun 1997
	DEAR 952.247-70	Foreign Travel	Feb 1997
	FAR 52.248-1	Value Engineering	Mar 1989
	FAR 52.248-1	Value Engineering, Alternate I	Apr 1984
	FAR 52.248-1	Value Engineering, Alternate II	Apr 1984
	FAR 52.248-1	Value Engineering, Alternate III	Apr 1984
	FAR 52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	Apr 1984
X	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price)	Sep 1996
	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price), Alternate II	Sep 1996
	FAR 52.249-4	Termination for Convenience of the Government (Services) (Short Form) (APR 1984)	Apr 1984
X	FAR 52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
	FAR 52.249-12	Termination (Personal Services)	Apr 1984
	FAR 52-250-1	Indemnification under Public Law 85-804	Apr 1984
	FAR 52-251-1	Government Supply Sources	Apr 1984
	DEAR 952.251-70	Contractor Employee Travel Discounts	Apr 1989
	FAR 52-253-1	Computer Generated Forms	Jan 1991
X	FAR 52.252-2	Clauses Incorporated by Reference	Feb 1998
	FAR 52.227-1	Authorization and Consent	Jul 1995
	FAR 52.227-1	Authorization and Consent and Alternate I (Apr 1984)	Jul 1995

I.00 SECTION FACE PAGE (SEP 1992)

PART II - CONTRACT CLAUSES

SECTION

(a) Subsection I - Contract Clauses (DOE List 301S) (Fixed-Price Service Contracts)  
(pages i through xiii)

(b) Subsection II - Additional Contract Clauses (pages 31-37)



NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS  
(DEVIATION) (JUNE 1998)

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --
  - (1) SIC code 8744 is specifically included in the Offeror's approved business plan;
  - (2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
  - (3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d) (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.
- (2) The contractor, Lionel Henderson, Inc. will notify the DOE, Oakland Operations Office Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

FAR 52.219-70 SECTION 8(a) DIRECT AWARD (JUN 1998)

- (a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small

termination of this contract, transmit to DOE any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

- (b) *Regulations.* The Contractor agrees to comply with all security regulations and requirements of DOE in effect on the date of award.
- (c) *Definition of classified information.* The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.
- (d) *Definition of restricted data.* The term "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- (e) *Definition of formerly restricted data.* The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d, of the Atomic Energy Act of 1954, as amended.
- (f) *Definition of National Security Information.* The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Orders to require protection against unauthorized disclosure, and which is so designated.
- (g) *Definition of Special Nuclear Material (SNM).* SNM means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the Contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The Contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

.22 DEAR 952.204-74 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR (APR 1984)

- (a) For purposes of this clause, a foreign interest is defined as any of the following:
  - (1) A foreign government or foreign government agency;
  - (2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;
  - (3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation or person; or
  - (4) Any person who is not a U.S. citizen.
- (b) Foreign ownership, control, or influence (FOCI) means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is

- (j) The Contracting Officer may terminate this contract for default if the Contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause, comply with the Contracting Officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the Contracting Officer's judgment, the Contractor creates an FOCI situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to FOCI and, for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

#### I.23 DATE OF INCURRENCE OF COST (APR 1984)

The Contractor shall be entitled to reimbursement for costs incurred in an amount not to exceed \$40,000 on or after September 23, 1998 which, if incurred after this contract has been entered into, would have been reimbursable under the provisions of this contract.

## J.00 LIST OF ATTACHMENTS - ALTERNATE (MAY 1990)

<u>ATTACHMENT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
	STATEMENT OF WORK	18
II	REPORTING REQUIREMENTS CHECKLIST - DOE FORM 1332.1	4
III	DIRECTORY OF TECHNICAL LEADS AND SITE REPRESENTATIVES	2
IV	GOVERNMENT PROPERTY-CONTRACTOR-ACQUIRED AND GOVERNMENT-FURNISHED	1
V	DEPARTMENT OF LABOR WAGE DETERMINATION	9
VI	PERFORMANCE AWARD FEE EVALUATION PLAN	3

- **2.1 GENERAL REQUIREMENTS**
- **2.2 MANAGEMENT AND OPERATION OF OAK AND LSO SITE**
- **2.3 OFFICE SUPPLIES**
- **2.4 EQUIPMENT/BUSINESS MACHINES**
- **2.5 COPIER MACHINE MANAGEMENT**
- **2.6 PRINTING DELIVERIES**
- **2.7 FORMS MANAGEMENT**
- **2.8 MAIL OPERATIONS AND SERVICES**
- **2.9 CONTRACT AND FINANCIAL ASSISTANCE FILE  
MANAGEMENT**
- **2.10 OAK VEHICLE FLEET OPERATIONS AND MAINTENANCE**
- **2.11 PERSONNEL AND SPECIAL EVENT SHUTTLE SERVICES**
- **2.12 BRIDGE TOLL TICKET DISTRIBUTION**
- **2.13 BART TICKET DISTRIBUTION**
- **2.14 RELOCATION AND TRANSPORTING OF OFFICE FURNITURE,  
EQUIPMENT, AND BOXED MATERIALS**
- **2.15 EMPLOYEE COMMUTE SUBSIDY CHECK DISTRIBUTION**
- **2.16 BUILDING OPERATIONS AND MAINTENANCE**
- **2.17 KEYS MANAGEMENT**
- **2.18 CONFERENCE/MEETING ROOM SETUP AND MAINTENANCE**

## **2.0 TECHNICAL REQUIREMENTS**

The contractor shall provide the technical effort in the work areas listed below in accordance with the documents referenced under 3.0, Applicable Documents.

and other technical or site representatives. The contractor and the COR shall work in partnership to establish a meeting schedule or other process to discuss operational awareness activities.

**2.1.10** The contractor shall assemble, distribute, and/or post information regarding office services related announcements/activities/issues.

**2.1.11** The contractor shall electronically transmit prepared announcements to OAK employees/contractors regarding office services related activities/issues.

## **2.2 Management and Operation of Office Services Centers at OAK and the Livermore Site Office**

**2.2.1** The contractor shall manage and operate the office services center (and associated storage facilities) at the OAK and LLNL sites between the hours of 7:00am and 5:00pm each work day. The mail and distribution offices and storage rooms shall house or store office supplies, copier supplies, forms, business equipment, government vehicle keys, storage room keys, laptop computers (LSO only), audio/visual equipment and supplies, chairs, tables, excess furniture, moving equipment, and other materials as required and appropriate.

**2.2.2** The two locations shall also be the central starting point for all customer requests defined throughout the Technical Requirements section of this document.

**2.2.3** The contractor shall maintain all files and records associated with the requirements of this document. The files should be centrally located within the Office Services Center at the OAK site so that they are easily accessible.

**2.2.4** The contractor shall retain all supply, motor vehicle maintenance and operating records in accordance with the General Records Schedule (used by all Federal organizations).

**2.2.5** The contractor shall establish a customer service station, within the Office Services Centers. The customer service station shall be attended continuously during normal working hours for receiving and issuing supplies, equipment use requests, mail, commuter checks, airline tickets, BART tickets, bridge toll tickets, files, etc. The person(s) attending the reception station shall provide customer service that is professional, courteous, helpful, and prompt. The person(s) attending the reception station shall be knowledgeable of all services available to the customer so that efficient service is provided.

list at all times and compare stock on hand to project usage rate and known lead times to receive shipments.

**2.3.8** The contractor shall establish and maintain inventories to eliminate or reduce warehousing unnecessary or obsolete supplies and equipment.

**2.3.9** The contractor shall establish and implement a program that allows for the reuse of supplies that are partially used when customer returns.

**2.3.10** The contractor shall maintain files for items valued at over \$25, GSA order and reorder history, and verification of receipt (packing slips, etc.)

**2.3.11** The contractor shall submit monthly reports of GSA ordering activities (item, quantity, cost/total monthly expenditure) to the COR. The contractor shall submit the report of prior month's activities during the 1<sup>st</sup> week of each month.

## **2.4 Equipment/Business Machines**

**2.4.1** The contractor shall maintain custodial responsibility for equipment and business machines available through the Office Services Center. A complete inventory of office equipment shall be established, maintained, and available to customers.

**2.4.2** The contractor shall establish and maintain an equipment use checkout system that will be managed to allow all customers the opportunity of use on a first come basis. Equipment is identified as typewriters, binding equipment, slide and overhead projectors, labeling machines, flip charts, etc. The contractor shall ensure that all equipment is functioning before and after customer use, and shall notify the COR or designee of needed repairs, replacements, etc. The checkout system should determine frequency of checkout so the COR can determine whether ordering more equipment is necessary. The contractor shall perform follow up for all equipment that is missing and/or not returned.

**2.4.3** The contractor shall notify the COR when equipment repair is required and there are no maintenance arrangements available with local vendors.

**2.4.4** The contractor shall assist with scheduling appointments for equipment maintenance services (example: annual typewriter cleaning).

**2.4.5** The contractor shall provide local and in-house pick-up and delivery of equipment, as required, e.g., taking equipment to local shops for repair and picking up same; moving equipment from/to basement to/from offices.

**2.4.6** The contractor shall maintain equipment assigned to the various OAK and LSO conference rooms.



should be submitted electronically to the Printing Manager on a monthly basis with a copy to the COR.

**2.5.8** The contractor shall notify the Printing Manager immediately if the repair technician fails to service a copier machine.

## **2.6 Printing Deliveries**

**2.6.1** On occasion, the OAK Printing Manager will require assistance with delivering or transporting of a print job. The contractor shall provide assistance by delivering print jobs to the requestor or local reproduction business at the request of the OAK Printing Manager.

**2.6.2** On occasion the contractor will receive a calls to pick up print jobs from the loading dock. Upon receipt of a print job, the contractor shall sign and maintain all documents and contact the Printing Manager immediately.

**2.6.3** The contractor shall receive print jobs delivered to the attention of the OAK Printing Manager. Upon receipt, the contractor shall notify the OAK Printing Manager.

## **2.7 Forms Management**

**2.7.1** The OAK Printing Manager is the official responsible for forms management and prescribes guidelines and direction as appropriate. Request for forms are directly placed with the contractor. On occasion the contractor will receive a request from outside federal agencies and other agencies, i.e., LLNL, DOA, EPA, Universities, etc.

**2.7.2** The contractor shall be responsible for ordering, maintaining, and distributing all official forms. This includes but is not limited to Standard Forms (SF), Office of Personnel Management (OPM) forms, General Services Administration (GSA) forms, and U.S. Department of Energy (DOE) forms.

**2.7.3** The contractor shall establish and maintain a quarterly report for activities associated with the ordering of forms. The report shall include the date the order is placed, name of form, number of forms/packages requested, date received, and associated costs.

**2.7.4** The contractor shall establish and maintain a quarterly report for activities associated with the ordering of forms. The report shall include the date the order is placed, name of form, number of forms/packages requested, date received, and associated

**2.8.7** The contractor will receive a variety of parcels, shipments, and express mail from variety of sources. The contractor shall establish and maintain procedures to ensure that such mail is documented immediately upon receipt and properly safeguarded pending release to the addressee. Receipt of shipment will include verification of contents with delivery order and/or packing slip. The contractor shall ensure that the addressee are notified of their mail, and shall follow-up to achieve timely retrieval. If necessary, the contractor shall deliver the articles to the appropriate office(s).

**2.8.8** DOE frequently invites selected contractors to submit proposals for contracts. The responsible division will provide the Office Services Center a written memorandum specifying the proposal deadline and DOE Point of Contact. The contractor shall establish and maintain a log to record each proposal received. The log shall be available for inspection at all times. All incoming proposals in response to solicitations are clearly marked by the offeror with the solicitation number and due date. The proposals shall not be opened. Each proposal shall be dated and time stamped immediately, initialed by the contractor, and held in a storage file in the Office Services Center. The contractor shall notify the respective points-of-contact to pick up the proposal. Only the point of contact can pick up the proposals.

**2.8.9** The contractor shall sort and distribute twice daily to customers. The contractor shall deliver mail to customers via their respective divisional or office mailbox twice daily, morning and afternoon. The contractor shall use OAK mail sorting and distribution guidelines to ensure accurate delivery.

**2.8.10** A courier service, provided by the LLNL and LBNL, arrives three times per week to pick up mail addressed to the LLNL and the LBNL. There are individual pouches for each delivery location. The courier arrives at the loading dock at FEDOAK to receive the pouches. The courier is responsible for notifying the contractor when they arrive at the loading dock. Prior to this time, the contractor shall fill the pouch with mail items and maintain it in the Office Services Center.

**2.8.11** The contractor shall shuttle mail to the LSO addressed to the personnel twice daily, morning and afternoon. The contractor on site at the LSO shall sort and deliver mail to customers via their respective divisional or office twice daily, morning and afternoon.

**2.8.12** The contractor shall provide outgoing mail services. The contractor shall ensure that mail is retrieved from each division or office at least twice daily, one time in the morning and one time in the afternoon (the BSO, SSO, and ETEC Site offices are exceptions to this requirement). The contractor shall receive outgoing mail from customers at the Office Services Center.

**2.8.13** The contractor shall deliver mail to the BSO one time per day. The contractor shall also pick-up any outgoing mail at each delivery. The contractor shall consult with the BSO representative to establish an appropriate delivery time within 3 days of contract

incoming/outgoing registered and certified mail activity. The files shall be available to the COR.

**2.8.22** The contractor shall provide a driver to transport mail and equipment to and from the SSO on an as needed basis not to exceed more than one visit per week.

## **2.9 Contract and Financial Assistance File Management**

**2.9.1** Contract and financial assistance award files are maintained at the OAK site on the 9<sup>th</sup> floor file room. These official files contain the original contracts and financial assistance awards, administrative actions, modifications, amendments, changes, closeout notices, negotiation information, contractor's proposals, requests for proposals, staff review comments, correspondence, and other documentation that make a complete contract or financial assistance award file. Although contract and financial assistance award files make up the majority of files to be maintained, the contractor shall also be required to maintain other contractual related files and documents, i.e., cooperative agreements, interagency agreements.

**2.9.2** The contractor shall ensure the file room is operational and staffed between 7:00am and 4:30pm each day. The contractor shall establish and maintain a reception area within the file room. The contractor shall ensure the file room representative(s) have thorough knowledge of the OAK Contract/Financial Assistance File Preparation and Maintenance Guidelines in order to provide customer service.

**2.9.3** The contractor shall manage the service, in accordance with the OAK Contract/Financial Assistance File Preparation and Maintenance Guidelines, that provides contract/financial assistance file access to customers (file check-out/check-in).

**2.9.4** The contractor shall be knowledgeable of and able to utilize OAK's automated records management system. The DOE/OAK shall provide the initial training.

**2.9.5** The contractor shall be responsible for preparing and maintaining the "official" contract and financial assistance files on the shelving located in the file room. The contractor shall prepare and maintain such files in accordance with the OAK Contract/Financial Assistance File Preparation and Maintenance Guidelines.

**2.9.6** The contractor shall ensure that all contract/financial assistance files are bar coded.

**2.9.7** Contracts can be closed out when all contractually required actions have been completed and final payment has been made. The contractor shall be notified by the OAK closeout representative, and will be responsible for completing all activities associated with closeout file preparation. This shall be accomplished in accordance with the OAK Contract/Financial Assistance File Preparation and Maintenance Guidelines.

2.10.4 The contractor shall provide insurance to their employees assigned to operate the vehicles. Proof of insurance shall be provided to the COR upon contract commencement.

2.10.5 The contractor shall report to the COR any changes in their employee's driving privileges due to accidents, DWI arrests, or other infractions. In no case shall an employee operate a government vehicle with a suspended or revoked license.

2.10.6 The contractor shall be responsible for providing motor vehicle operation and maintenance requirements for OAK and its site offices between the hours of 7:00am and 5:00pm, Monday through Friday (holidays excepted).

2.10.7 The contractor shall make available to employees on a daily basis a sign-up sheet on which employees make their request for vehicles by providing such information as the driver's name, pick-up and return date(s) and times, destination and purpose of travel. The sign-up sheet shall include a description of available vehicles so that employees may sign-up for the appropriate vehicle type.

2.10.8 To assure that drivers of Government vehicles are authorized to drive and are aware of State driving regulations, the dispatcher shall verify that each motor vehicle operator possesses a current State driver's license. After the initial verification of this license, the operator's name shall be put on a list, which shall be consulted prior to dispatch of any vehicle. This list shall be updated annually. The names of contractor employees who are authorized to operate government vehicles should also be included on the list.

2.10.9 There are several requirements and information motor vehicle operators should know. The contractor shall establish written procedures within 30 days of contract commencement that ensures that all motor vehicle operators are informed of the following. The contractor shall establish written procedures within 30 days of contract commencement to ensure that all motor vehicle operators are informed of the following:

- a. The statutory requirement that motor vehicles shall be used only for "official purposes"
- b. Personal responsibility for safe driving and operation of motor vehicles, and for compliance with Federal, State, and local laws and regulations and all accident-reporting requirements;
- c. The penalties for unauthorized use of motor vehicles;
- d. Procedures for reporting accidents;
- e. The prohibition against picking up strangers or hitchhikers or transportation of family members;
- f. Use, care and control of credit cards and the fact that credit card receipts must include the quantity, unit price and total amount of purchase; and
- g. Any other duties and responsibilities assigned to motor vehicle operators with regard to the use, care, operation, and maintenance of motor vehicles.

**2.10.21** The contractor shall make all vehicle records available to the COR upon request.

### **2.11 Personnel and Special Event Shuttle Services**

**2.11.1** The contractor shall provide a driver to transport DOE personnel each work day between OAK and the LSO. The driver will be required to make at least two round trips per day, once in the morning and once in the afternoon. The contractor shall comply with the existing schedule unless a recommended, revised schedule is approved by the COR and the LSO representative.

**2.11.2** The contractor shall provide a driver on an as needed basis to accommodate special events. The special events may consist of transporting individuals, materials, documents, equipment and furniture to DOE off-site meetings and activities, and delivering or retrieving documents for OAK managers or visiting officials. Such events are considered unique and is not expected to occur more than twice per month. The contractor shall obtain approval of all special event shuttle services from the COR or the CO.

### **2.12 Bridge Toll Ticket Distribution**

**2.12.1** Bridge toll tickets are provided to the contractor by the COR or EFM representative.

**2.12.2** The contractor shall distribute bridge toll tickets to the SSO representative (upon request) and to vehicle driver's who indicate a requirement on the vehicle sign-up log. The contractor shall maintain a record of ticket distribution activities.

**2.12.3** The contractor shall pickup new supplies of bridge toll tickets from the local State of California Transportation (CAL TRANS) when requested by the COR or representative.

### **2.13 BART Ticket Distribution**

**2.13.1** OAK federal employees request and are issued BART tickets for the conveniences of attending meetings, training courses, and other official activities. BART tickets are provided to the contractor by the COR or EFM representative.

**2.13.2** The contractor shall maintain and distribute BART tickets and shall notify the COR when supply reaches an inventory level of \$100.

**2.13.3** The contractor shall establish and maintain a control number for each ticket. Each ticket shall be stamped with the OAK official address.

**2.15.2** Within ten days after contract commencement, the contractor shall establish a commute subsidy check distribution schedule and present it to the COR for concurrence.

**2.15.3** Within 30 days after contract commencement, the contractor shall establish and maintain a validation and/or reconciliation process to ensure the integrity of the commute subsidy check distribution activities. The process should be presented to the COR for concurrence.

## **2.16 Building Operations and Maintenance**

**2.16.1** Within 45 days after contract commencement, the contractor shall, in partnership with the EFM and LSO technical leads, establish and maintain a procedure to receive, report, and follow through to completion customer concerns of building engineering and housekeeping problems or defects.

**2.16.2** Within 45 days after contract commencement, the contractor shall develop a written guide for customers explaining the procedures for reporting building engineering and housekeeping problems or defects. The COR shall concur with the guidelines.

**2.16.3** At the customers request, the contractor shall install or replace lamps in systems furniture light fixtures.

**2.16.4** The contractor shall assist with the distribution and placement of office signs (i.e., door name signs).

**2.16.5** At the customer's request, the contractor shall assist with the hanging of pictures in conference rooms. The contractor shall seek the approval of the technical lead responsible for building operations.

**2.16.6** The contractor shall assist with establishing an accurate count of all chairs and other furniture pieces that will require professional cleaning, replacement or repair.

## **2.17 Keys Management**

**2.17.1** The contractor shall maintain a set of keys for the systems and modular furniture

**2.17.2** The contractor shall sort the keys by type and key number.

**2.17.3** The contractor shall ensure that keys are stored in the key box by type and key number so that keys are organized in an orderly manner.

**2.17.4** The contractor shall loan and/or issue spare keys while maintaining a master set. The master set of keys should only be used for the purpose of producing duplicate keys.

## REPORTING REQUIREMENTS CHECKLIST

# **4.0 DELIVERABLES** **REPORTING AND MILESTONE REQUIREMENTS** **Contract No. DE-AC03-98SF21671**

<u>Requirement</u>	<u>Reference</u>	<u>Due</u>	<u>Submit to:</u>
Provide proof of automobile liability insurance for each driver assigned to operate federal government vehicles.	2.10.4	@contract commencement	B
Provide organizational chart or document that outlines the structure of the organization that will perform the work required in this document.	2.1.1	NLT 15 days after contract commencement	B
Provide a description of each position employed under this contract.	2.1.2	NLT 11/15/98	B
Establish and provide written desk procedures for each function performed under the contract.	2.1.3	NLT 11/15/98	B
Conduct an assessment, along w/the COR and OAK's safety representative, to determine safety and/or environmental concerns at the Office Service Centers and to determine appropriate protective equipment required to perform the contractual requirements.	2.1.6	Within 10 days	
Brief the COR on process improvements completed and improvements planned for the future.	2.1.7	3/30/99	B
Create a supply catalog or directory to assist customer's in understanding what is available (in stock) for issuance or checkout.	2.3.2	NLT 12/30/98	B
Submit a monthly report of prior month activities (item, quantity, cost/total monthly expenditure) of GSA supply ordering.	2.3.11	1 <sup>st</sup> week of each month	B
Submit a report on all copiers which shall include a list of all copiers, monthly meter readings, model number, serial number, and location of copier.	2.5.5	20 <sup>th</sup> of each month	B,C
Submit a report of copier down time which include location, model number, serial number, description of problem, date of service call, date/time of technician arrival, and technician comments.	2.5.6	20 <sup>th</sup> of each month	B,C



<u>Requirement</u>	<u>Reference</u>	<u>Due</u>	<u>Submit to:</u>
Establish, in partnership with the EFM/LSO technical leads, a procedure to receive, report, and follow through to completion, customer concerns of building engineering and housekeeping problems or defects.	16.	Within 45 days of contract commencement	B
Develop a written guide for customers explaining the procedures for reporting building engineering and housekeeping problems or defects.	2.16.2	Within 45 days of contract commencement	B
Provide evidence of the establishment and implementation of management controls for utilizing, safeguarding, and issuing government property.	various	NLT 9/30/99	B

Ms. Smythe  
Page 2

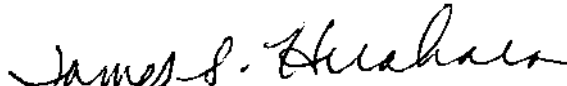
Secrets Act, 18 U.S.C. Section 1905, and there is no statutory authority or DOE regulation authorizing release.

Pursuant to 10 CFR Section 1004.7(b)(2), I am the individual primarily responsible for the denial of information.

The Freedom of Information Act regulations provide in Title 10, Code of Federal Regulations, Section 1004.8(a) that an appeal may be made from portions of this letter which constitute a denial to your request. Such appeal must be made in writing, within 30 days of receipt of the denial, to the Director, Office of Hearings and Appeals, HG-1, Department of Energy, 1000 Independence Avenue, S.W., Washington, D.C. 20585. Judicial review will thereafter be available to you: (1) in the district in where you reside; (2) where you have your principal place of business; (3) where the Department's records are situated; or (4) in the District of Columbia. The appeal should contain a concise statement of the grounds upon which it is brought and a description of the relief sought. Both the envelope and the letter must be clearly marked "Freedom of Information Appeal."

If you have any questions regarding the above, please call Ms. RoseAnn Pelzner, FOIA Officer, at (510) 637-3195.

Sincerely,

  
James S. Hirahara  
FOIA Authorizing Official

Enclosures

less than 70%

0% of 33% = 0%

**Option 2:** Incentive fee is awarded based on the average score of the customer surveys. The available 33% of the incentive fee will be awarded as follows.

average score	incentive fee
90% or higher	100% of 33% = 33%
80% or higher	75% of 33% = 25%
70% or higher	50% of 33% = 17%
less than 70%	0% of 33% = 0%

**Assumption:** The customer survey, the target survey population and the time frame for conducting the survey will be determined by DOE-OAK. The contractor will be given an opportunity to review and comment on the survey, the survey population and the survey time frame.

**Performance Objective #3 - Accountability and Management Controls.** Establish and implement management controls for utilizing, safeguarding and issuing government property. (Weight - 33%)

**Performance Measure -** Performance will be measured based on evidence of the establishment and implementation of management controls by the Contractor for the following functions.

- a) Distribution of Commuter Subsidy Checks to prevent theft, loss or mismanagement.
- b) Management of the BART ticket and bridge toll coupon distribution to prevent theft, loss or mismanagement.
- c) All mail services to prevent loss of mail and misuse of express mail services.
- d) Management of government vehicle pool and basement parking lot to prevent unauthorized usage or misuse.

**Gradient:** Thirty three (33) percent of the incentive fee will be awarded to the contractor in direct proportion to the number of the above functions where evidence exists that management controls have been established and implemented.

**Assumption:** The contractor will provide adequate evidence of the establishment and implementation for each of the above listed functions. This evidence shall be provided by September 30, 1999.

7. The CO will notify the Contractor of the Performance Award Fee Determination.

**E. CHANGES TO THE PERFORMANCE MEASURES**

1. Changes to the Performance Measures can be made through mutual agreement between the Contractor and the COR. Proposed changes shall be clearly written and exchanged with the other party for their review. Subsequently, a meeting will be held to reach understanding and a mutual agreement.

2. Performance Measures and associated gradients for subsequent years should be established and communicated to the Contractor prior to the start of the performance year.

**U.S. Department of Energy  
Oakland Operations Office  
Contract No. DE-AC03-98SF21671  
Performance Award Fee Evaluation Plan**

**A. INTRODUCTION**

1. This Performance Award Fee Evaluation Plan is established to describe the award fee process and the associated roles and responsibilities. The plan includes the basis for measuring the Contractor's performance and the calculation used to determine the amount of the award fee earned.

2. The Performance Award Fee is determined based on the Contractor's performance measured against three objectives.

Objective #1 - Project Management

Objective #2 - Customer Satisfaction

Objective #3 - Accountability and Management Controls

The Performance Measures are described in a separate document entitled "Performance Measures and Award Fee".

**B. ROLES AND RESPONSIBILITIES**

**1. The Fee Determination Official (FDO).**

a. The Fee Determination Official (FDO) is the Deputy Director of Engineering Facilities & Management Division.

b. The FDO will determine the award fee earned and payable for each evaluation period. This determination will be based upon the Contractor's self assessment and the recommendation of the Performance Evaluation Board.

c. The FDO will establish the Performance Evaluation Board.

**2. The Contracting Officer's Representative (COR).**

a. The COR is appointed by the Contracting Officer.

b. The COR will act as chairperson for the Performance Evaluation Board.

**3. Performance Evaluation Board.**

a. In addition to the COR, the Board membership will include representatives from several of the 'Areas of Support' (such as, Office Supplies, Vehicle Fleet, Livermore Site Office and Contract and Financial Assistance File Management). Additional Oakland Operations Office personnel, who are customers of the Contractor's services may act as advisors to the board.

b. The Board will meet to review the Contractor's performance and to prepare a recommendation as to the amount of Performance Award Fee earned by the Contractor. This recommendation is used in part by the FDO in determining the final Award Fee.

employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Titles and Descriptions**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report

29085	Engineering Technician V	\$ 23.18
29086	Engineering Technician VI	\$ 28.85
29090	Environmental Technician	\$ 23.60
29100	Flight Simulator/Instructor (Pilot)	\$ 27.08
29150	Graphic Artist	\$ 22.25
29160	Instructor	\$ 20.48
29210	Laboratory Technician	\$ 16.27
29240	Mathematical Technician	\$ 22.53
29361	Paralegal/Legal Assistant I	\$ 16.17
29362	Paralegal/Legal Assistant II	\$ 18.67
29363	Paralegal/Legal Assistant III	\$ 22.77
29364	Paralegal/Legal Assistant IV	\$ 27.63
29390	Photooptics Technician	\$ 22.53
29480	Technical Writer	\$ 23.89
29491	Unexploded Ordnance Technician I	\$ 16.79
29492	Unexploded Ordnance Technician II	\$ 19.66
29493	Unexploded Ordnance Technician III	\$ 23.54
29494	Unexploded Safety Escort	\$ 16.79
29495	Unexploded Sweep Personnel	\$ 16.79
29620	Weather Observer, Senior 3/	\$ 17.48
29621	Weather Observer, Combined Upper Air and Surface Programs 3/	\$ 15.65
29622	Weather Observer, Upper Air 3/	\$ 15.65

**Transportation/Mobile Equipment Operation Occups:**

31030	Bus Driver	\$ 15.71
31260	Parking and Lot Attendant	\$ 9.27
31290	Shuttle Bus Driver	\$ 12.36
31300	Taxi Driver	\$ 10.93
31361	Truckdriver, Light Truck	\$ 12.36
31362	Truckdriver, Medium Truck	\$ 15.71
31363	Truckdriver, Heavy Truck	\$ 16.45
31364	Truckdriver, Tractor-Trailer	\$ 16.45

**Miscellaneous Occupations:**

99020	Animal Caretaker	\$ 11.67
99030	Cashier	\$ 6.30
99041	Carnival Equipment Operator	\$ 11.40
99042	Carnival Equipment Repairer	\$ 13.25
99043	Carnival Worker	\$ 10.15
99050	Desk Clerk	\$ 7.73
99095	Embalmer	\$ 16.25
99300	Lifeguard	\$ 6.38
99310	Mortician	\$ 16.25
99350	Park Attendant (Aide)	\$ 8.65
99400	Photofinishing Worker (Photo Lab Technician, Dark Room Tech)	\$ 6.88
99500	Recreation Specialist	\$ 10.70
99510	Recycling Worker	\$ 11.40
99610	Sales Clerk	\$ 6.88
99620	School Crossing Guard (Crosswalk Attendant)	\$ 10.15
99630	Sports Official	\$ 6.88
99658	Survey Party Chief (Chief of Party)	\$ 23.60
99659	Surveying Technician (Instr. Person; Surveyor Asst., Instr.)	\$ 17.63
99660	Surveying Aide	\$ 12.50
99690	Swimming Pool Operator	\$ 13.04
99720	Vending Machine Attendant	\$ 11.24
99730	Vending Machine Repairer	\$ 13.04
99740	Vending Machine Repairer Helper	\$ 11.24

15220 Tailor	\$ 11.88
15250 Washer, Machine	\$ 8.55

**Machine Tool Operation and Repair Occupations:**

19010 Machine-Tool Operator (Toolroom)	\$ 19.77
19040 Tool and Die Maker	\$ 23.30

**Materials Handling and Packing Occupations:**

21010 Fuel Distribution System Operator	\$ 15.24
21020 Material Coordinator	\$ 14.43
21030 Material Expediter	\$ 14.43
21040 Material Handling Laborer	\$ 12.04
21050 Order Filler	\$ 10.26
21071 Forklift Operator	\$ 14.49
21080 Production Line Worker (Food Processing)	\$ 13.43
21100 Shipping/Receiving Clerk	\$ 11.73
21130 Shipping Packer	\$ 11.65
21140 Store Worker I	\$ 11.36
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 13.34
21210 Tools and Parts Attendant	\$ 12.83
21400 Warehouse Specialist	\$ 13.43

**Mechanics and Maintenance and Repair Occupations**

23010 Aircraft Mechanic	\$ 19.38
23040 Aircraft Mechanic Helper	\$ 15.81
23050 Aircraft Quality Control Inspector	\$ 21.36
23060 Aircraft Servicer	\$ 18.01
23070 Aircraft Worker	\$ 18.90
23100 Appliance Mechanic	\$ 19.77
23120 Bicycle Repairer	\$ 16.91
23125 Cable Splicer	\$ 17.84
23130 Carpenter, Maintenance	\$ 19.77
23140 Carper Layer	\$ 18.90
23160 Electrician, Maintenance	\$ 23.34
23181 Electronics Technician, Maintenance I	\$ 12.91
23182 Electronics Technician, Maintenance II	\$ 19.90
23183 Electronics Technician, Maintenance III	\$ 22.24
23260 Fabric Worker	\$ 18.01
23290 Fire Alarm System Mechanic	\$ 19.38
23310 Fire Extinguisher Repairer	\$ 16.91
23340 Fuel Distribution System Mechanic	\$ 19.38
23370 General Maintenance Worker	\$ 17.74
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 19.38
23430 Heavy Equipment Mechanic	\$ 19.38
23440 Heavy Equipment Operator	\$ 19.36
23460 Instrument Mechanic	\$ 19.38
23470 Laborer	\$ 11.67
23500 Locksmith	\$ 19.77
23530 Machinery Maintenance Mechanic	\$ 20.84
23550 Machinist, Maintenance	\$ 19.38
23580 Maintenance Trades Helper	\$ 15.81
23640 Millwright	\$ 19.38
23700 Office Appliance Repairer	\$ 19.77
23740 Painter, Aircraft	\$ 19.77
23760 Painter, Maintenance	\$ 19.77
23790 Pipefitter, Maintenance	\$ 19.38
23800 Plumber, Maintenance	\$ 19.77
23820 Pneudraulic Systems Mechanic	\$ 19.38
23850 Rigger	\$ 19.38
23870 Scale Mechanic	\$ 18.90



01533 Travel Clerk III	\$ 11.23
01611 Word Processor I	\$ 11.96
01612 Word Processor II	\$ 13.82
01613 Word Processor III	\$ 18.82

**Automatic Data Processing Occupations:**

03010 Computer Data Librarian	\$ 11.26
03041 Computer Operator I	\$ 11.26
03042 Computer Operator II	\$ 15.03
03043 Computer Operator III	\$ 16.27
03044 Computer Operator IV	\$ 17.59
03045 Computer Operator V	\$ 18.32
03071 Computer Programmer I 1/	\$ 14.37
03072 Computer Programmer II 1/	\$ 17.81
03073 Computer Programmer III 1/	\$ 21.98
03074 Computer Programmer IV 1/	\$ 24.89
03101 Computer Systems Analyst I 1/	\$ 22.25
03102 Computer Systems Analyst II 1/	\$ 27.08
03103 Computer Systems Analyst III 1/	\$ 32.07
03160 Peripheral Equipment Operator	\$ 11.26

**Automotive Service Occupations:**

05005 Automobile Body Repairer, Fiberglass	\$ 20.78
05010 Automotive Glass Installer	\$ 19.01
05040 Automotive Worker	\$ 19.01
05070 Electrician, Automotive	\$ 19.90
05100 Mobile Equipment Servicer	\$ 17.31
05130 Motor Equipment Metal Mechanic	\$ 20.78
05160 Motor Equipment Metal Worker	\$ 19.01
05190 Motor Vehicle Mechanic	\$ 20.78
05220 Motor Vehicle Mechanic Helper	\$ 16.39
05250 Motor Vehicle Upholstery Worker	\$ 18.16
05280 Motor Vehicle Wrecker	\$ 19.01
05310 Painter, Automotive	\$ 19.90
05340 Radiator Repair Specialist	\$ 19.01
05370 Tire Repairer	\$ 17.31
05400 Transmission Repair Specialist	\$ 20.78

**Food Preparation and Service Occupations:**

07010 Baker	\$ 14.57
07041 Cook I	\$ 13.25
07042 Cook II	\$ 14.57
07070 Dishwasher	\$ 10.15
07100 Food Service Worker (Cafeteria Worker)	\$ 10.15
07130 Meat Cutter	\$ 14.57
07250 Waiter/Waitress	\$ 11.00

**Furniture Maintenance and Repair Occupations:**

09010 Electrostatic Spray Painter	\$ 19.77
09040 Furniture Handler	\$ 13.63
09070 Furniture Refinisher	\$ 19.77
09100 Furniture Refinisher Helper	\$ 15.81
09110 Furniture Repairer, Minor	\$ 18.01
09130 Upholsterer	\$ 19.77

**General Service and Support Occupations:**

11030 Cleaner, Vehicles	\$ 10.15
11060 Elevator Operator	\$ 10.15

DEPARTMENT OF LABOR WAGE DETERMINATION

GOVERNMENT PROPERTY  
CONTRACTOR-ACQUIRED AND GOVERNMENT-FURNISHED

# OFFICE SERVICES SUPPORT

Contract No. DE-ACO3\_985SF21671

## DIRECTORY OF TECHNICAL LEADS AND SITE REPRESENTATIVES

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<u>Name</u>	<u>Title</u>	<u>E-mail Address</u>	<u>Phones</u>
<b>Susan Almeida</b> Site Representative	Stanford Site Office Representative	<a href="mailto:susan.almeida@oak.doe.gov">susan.almeida@oak.doe.gov</a>	(650) 926-2370
<b>Reatha Wiggins</b> Site Representative	Berkeley Site Office Representative	<a href="mailto:reatha.wiggins@oak.doe.gov">reatha.wiggins@oak.doe.gov</a>	(510) 486-4353
<b>Phillip Boehme</b> Site Representative	Energy Technology & Engineering Center Site Representative	<a href="mailto:phillip.boehme@oak.doe.gov">phillip.boehme@oak.doe.gov</a>	(818) 586-5571
<b>Janet Rego</b> Site Representative	Intellectual Property Law Division Site Representative (located at LLNL, T-3527)	<a href="mailto:janet.rego@oak.doe.gov">janet.rego@oak.doe.gov</a>	(925) 422-0688
<b>Mark Foster</b> Site Representative	General Atomics Site Representative (located in San Diego)	<a href="mailto:mark.foster@oak.doe.gov">mark.foster@oak.doe.gov</a>	(619) 455-3360
<b>Ernest Rios</b> Site Representative	Seattle Regional Support Office (located at DOE/OAK)	<a href="mailto:ernest.rios@oak.doe.gov">ernest.rios@oak.doe.gov</a>	(510) 637-1950
<b>Ana Marie Osoria</b> Site Representative	Waste Management Division Site Representative (located at LLNL, T-5974)	<a href="mailto:anamarie.osoria@oak.doe.gov">anamarie.osoria@oak.doe.gov</a>	(925) 422-1138
<b>Diane Dunlop</b> Site Representative	Office of Inspector General Site Representative (located at LLNL, T-3527)	<a href="mailto:diane.dunlop@oak.doe.gov">diane.dunlop@oak.doe.gov</a>	(925) 422-3245
<b>Karen Payne-Jones</b> Technical Lead	DOE/OAK Printing Manager, Task Monitor for Forms, Printing and Copiers	<a href="mailto:karen.payne-jones@oak.doe.gov">karen.payne-jones@oak.doe.gov</a>	(510) 637-1747
<b>Dennis Hong</b> Technical Lead	Task Monitor for Building Maintenance Operations, key and furniture relocations, rearrangements, excessing	<a href="mailto:dennis.hong@oak.doe.gov">dennis.hong@oak.doe.gov</a>	(510) 637-1769